
MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

COUNTY OF MADERA

AND THE

**MID-MANAGEMENT EMPLOYEES
OF
MADERA COUNTY**

October 1, 2007 – December 31, 2010

**MEMORANDUM OF UNDERSTANDING
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Mid-Management Unit**

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MEMORANDUM OF UNDERSTANDING

(Mid-Management Unit)

THIS MEMORANDUM OF UNDERSTANDING (MOU), made and entered into this thirtieth day of October, 2007, by and between the COUNTY OF MADERA (hereinafter referred to as "COUNTY") and the MANAGEMENT ASSOCIATION OF MADERA COUNTY (hereinafter referred to as "MAMC"), for and on behalf of the Employees hereinafter identified. Upon adoption by the Board of Supervisors of Madera County, the MOU will become binding between the COUNTY and the MAMC.

WITNESSETH:

- 01.00.00 GENERAL PROVISIONS - DEFINITIONS.
- 01.01.00 EMPLOYER. The term "EMPLOYER" as used herein shall refer to the COUNTY OF MADERA.
- 01.02.00 MAMC. The term "MAMC" as used herein shall refer to the MID-MANAGEMENT ASSOCIATION OF MADERA COUNTY.
- 01.03.00 EMPLOYEE. The term "EMPLOYEE" as used herein shall mean any person in the Classified Service employed by the COUNTY who is occupying a permanent position, within the Mid-Management Unit as established under the provisions of Madera County Code Chapters 2.60 and 2.63.
- 01.04.00 APPOINTING AUTHORITY. The term "APPOINTING AUTHORITY" as used herein shall mean the group or person having the lawful power to make appointments or to remove persons from positions in the County service.
- 02.00.00 RECOGNITION.
- 02.01.00 MAMC RECOGNITION. Pursuant to Sections 3500-3510 of the Government Code of the State of California and subject to the provisions of Madera County Code Chapter 2.63, the MAMC is recognized as the certified EMPLOYEE organization having the exclusive right to meet and confer for all EMPLOYEES within classifications designated in the Mid-Management Unit.
- 02.02.00 The EMPLOYER hereby recognizes the MAMC as the only organization entitled to meet and confer on matters within the scope of representation for the classifications in the Attachment "A".
- 02.03.00 RECOGNITION OF MUTUAL OBLIGATION. The MAMC and EMPLOYER recognize and acknowledge their mutual obligation and responsibility to effectuate the purpose set forth in, and to adhere to, the conditions and clauses set forth in this MOU.

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- 03.00.00 **HIRING PROVISIONS.**
- 03.01.00 **NON-DISCRIMINATION.** No EMPLOYEE covered by this Agreement shall be unlawfully discriminated against by the EMPLOYER, or by the MAMC by reason of race, color, religion, ancestry, marital status, disability, sex, age, national origin, political affiliation, sexual orientation, or union affiliation.
- 03.02.00 **EMPLOYMENT.** As provided in Madera County Code 2.63.040, the EMPLOYER will not interfere with or discriminate against any EMPLOYEE by reason of membership in the MAMC.
- 04.00.00 **MAMC SECURITY.**
- 04.01.00 The MAMC recognizes its obligation to cooperate with the EMPLOYER to assure maximum service of the highest quality and efficiency to the citizens of the COUNTY OF MADERA, consistent with its responsibilities to the EMPLOYEES it represents; as the certified EMPLOYEE organization, the MAMC is obligated to represent all EMPLOYEES covered by the MOU.
- 04.02.00 The EMPLOYER will deduct MAMC dues from the payroll warrant of each EMPLOYEE who has submitted a payroll deduction authorization. The EMPLOYER will deduct a service fee for all other employees in the unit in an amount determined by the MAMC to pay for representation costs as are permitted under State law. Such dues deductions and service fees shall be remitted to the MAMC monthly with an itemized statement.
- Prior to commencement of a service fee, there shall be an election by all employees in the representation unit. The form used and procedures used for the election shall be as agreed by the EMPLOYER and ASSOCIATION. The election shall be held within 90 days of submission by the MAMC to the EMPLOYER. A majority vote of members of the unit voting is required for a service fee to be instituted.
- 04.03.00 The MAMC shall keep the EMPLOYER currently informed as to the amount of dues to be deducted and such notification shall be certified to the EMPLOYER in writing over the signature of authorized Officers or Representatives of the MAMC.
- 04.04.00 The changes in the MAMC membership dues shall be certified to the EMPLOYER at least one (1) month in advance of the effective date of such changes and the EMPLOYER shall have no responsibility for the collecting of fees, assessments, or other deductions unless such deductions are certified to the EMPLOYER as prescribed at least thirty (30) days in advance of the payday upon which such deduction is to be made.
- 04.05.00 The MAMC shall indemnify, defend, and hold the EMPLOYER harmless against all claims, demands, expenses, judgments, or other liabilities on account of dues collected by the EMPLOYER and paid over to the MAMC.
- 04.06.00 The MAMC agrees to refund to the EMPLOYER any amounts paid to it in error upon presentation of proper evidence thereof.
- 04.07.00 The MAMC shall be informed in advance in writing by the EMPLOYER of any proposed change in working conditions and other terms and conditions of employment not covered

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by this MOU which requires the EMPLOYER to meet with Employee Representatives as set forth within the provisions of the Meyers-Milias-Brown Act. In instances where the EMPLOYER is proposing to grant non-cash recognition to an employee, or employees, and the recognition does not exceed a value of \$200 per employee in any given calendar year, the employer will notify the MAMC, however under such circumstances there shall be no obligation to meet and confer.

- 04.08.00 The EMPLOYER shall notify each new EMPLOYEE of the existence of the MAMC by providing a pamphlet which will be furnished by the MAMC.
- 04.09.00 The MAMC recognizes its responsibility as the designated representative and agrees to represent all EMPLOYEES in the unit without discrimination of any type, interference, restraint, or coercion, subject to their employment relations with the EMPLOYER.
- 04.10.00 The EMPLOYER shall supply MAMC fifty-five (55) copies of the approved MOU within 60 days of ratification by the parties.
- 05.00.00 MANAGEMENT RIGHTS
- 05.01.00 The EMPLOYER retains the exclusive right to manage the COUNTY. All the rights, powers, functions and authority of the EMPLOYER which it had prior to the time the MAMC became certified as Representative of the EMPLOYEES of the EMPLOYER and which are not limited or modified by specific provisions of this MOU, are retained by the EMPLOYER. The EMPLOYER specifically retains the right to manage and supervise its EMPLOYEES as follows:
- (a) To hire, promote, transfer, assign, classify positions, retain EMPLOYEES, and to suspend, demote, discharge, or take other disciplinary action against EMPLOYEES.
 - (b) To lay off, or demote EMPLOYEES from duties because of lack of work, lack of funds, in the interest of economy, or other legitimate reasons.
 - (c) To determine the policies, standards, procedures, methods, means and personnel by which COUNTY operations are to be conducted.
 - (d) To take whatever actions may be necessary to carry out the mission of the COUNTY in situations of emergency.
 - (e) All rights formerly or presently claimed by or vested in the COUNTY on the effective date of this MOU and not otherwise mentioned in Section 05.01.00 (MANAGEMENT RIGHTS) are retained by the COUNTY unless explicitly waived by the County, by Resolution, or by a MOU.
 - (f) Nothing in this policy shall be construed to interfere with the COUNTY'S right to manage its operations in the most economical and efficient manner consistent with the best interest of all the citizens, taxpayers, and EMPLOYEES of Madera County.
- 06.00.00 MAMC RIGHTS
- 06.01.00 EMPLOYER and the MAMC affirm the principle that harmonious EMPLOYEE-EMPLOYER relations are to be promoted and furthered. When a person is hired in any of the covered job classifications, the COUNTY shall notify that person that the MAMC is the certified representative for the EMPLOYEES and shall notify the MAMC of such hiring.

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- 06.02.00 The EMPLOYER shall provide the MAMC space on COUNTY bulletin boards in each department in which employees are covered, for posting of MAMC bulletins and other notices to its members.
- 06.03.00 Representatives of the MAMC shall have reasonable access to EMPLOYEES, during their scheduled rest periods, provided such access does not interfere with COUNTY business. Department Heads and first-line supervisors will be notified by the EMPLOYER of the provisions of this Section. Solicitation for membership shall not be conducted during working time.
- 06.04.00 Representatives of the MAMC shall have access to any EMPLOYEE or EMPLOYEES presenting a grievance, and any EMPLOYEE has the right to have an MAMC Representative represent him or her at all stages of disciplinary action. A Representative of the MAMC may be present upon request during questioning of an EMPLOYEE which may lead to disciplinary action against said EMPLOYEE. This Section shall not infringe on any management rights set forth in Section 05.01.00.
- 06.05.00 The MAMC may select one (1) EMPLOYEE representative and one alternate representative for each department, not to exceed a total of eight (8), where EMPLOYEES covered by this MOU are normally assigned.
- 06.06.00 The EMPLOYER shall provide release time for official Representatives of the MAMC upon request, with the approval of the Department Head, for the following reasons:
- (a) Attendance at meetings of disciplinary nature when presence is requested by the EMPLOYEE.
 - (b) Attendance at meetings with Management at either the Departmental or County level.
 - (c) Meet and confer session.
 - (d) Attendance at meetings when requested by the Board and/or Commissions that affect wages, hours, and working conditions of EMPLOYEES represented by this MOU.
- 06.07.00 In addition to his/her regularly assigned work, the MAMC Representatives shall be permitted reasonable time during working hours to notify the Business Representative of any violations of this MOU. The Representative may contact the Business Representatives during business hours to report grievances, violations of this MOU, or safety violations.
- 06.08.00 The MAMC may designate different official representatives for the purpose of meeting with management on a departmental and administrative level. The MAMC may also designate alternates to such official representative for the purpose of specific meetings by advance notice to the County Administrative Officer or designee.
- 07.00.00 EMPLOYEE RIGHTS
- 07.01.00 General Provisions. Execution of this MOU by the MAMC shall not be deemed a waiver of any MAMC or EMPLOYEE right unless the right is clearly or explicitly modified or restricted herein.

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- 07.02.00 Representation Rights and Responsibilities. All EMPLOYEES in the Mid-Management Unit shall be allowed, subject to lawful limitations as may be prescribed in the MAMC'S BY-LAWS, full voice, vote, and influence on positions and proposals of the MAMC.
- 07.03.00 Human Resources Department Files. The Department of Human Resources shall keep such records in compliance with applicable laws, as are necessary for transactions and reference and for making reports showing administrative actions, including: records of all examinations; eligible lists; records and files of employment history of each EMPLOYEE; vacation, sick leave, and injury records; payrolls; history of each position; and correspondence.
- 07.04.00 Confidential Nature of Personnel Records. All central and departmental official personnel records/files shall be considered to be of a confidential nature and will be made available only to the EMPLOYEE, to the Board of Supervisors; to the EMPLOYEE'S Appointing Authority or his/her representative. Records shall not be released to any other official or to the public without specific authorization of the employee, except in response to a valid subpoena, or pursuant to law.
- 07.05.00 Employee's Medical Records. The County shall not disclose, or knowingly permit its EMPLOYEES or agents to use or disclose medical information which the County possesses pertaining to its EMPLOYEE without the employee having first signed an authorization pertaining to such disclosure, except as follows:
- (a) The information may be disclosed if the disclosure is compelled by judicial process.
 - (b) That part of the information which is relevant in a lawsuit, arbitration, grievance, or other claim or challenge to which the County and EMPLOYEE are parties and in which the EMPLOYEE has placed in issue his or her medical history, mental or physical condition, or treatment may be used or disclosed in connection with that proceeding.
 - (c) The information may be used only for the purpose of administering and maintaining EMPLOYEE benefit plans, including health care plans and plans providing short-term and long-term disability income, workers' compensation and determining eligibility for paid and unpaid leave from work for medical reasons.
- 07.06.00 All documents critical of an EMPLOYEE, including performance evaluations, to be placed in the personnel file must be signed and dated by the submitting authority, after the following has occurred:
- (a) EMPLOYEE is given notice.
 - (b) EMPLOYEE is given a copy of the document.
 - (c) EMPLOYEE is given an opportunity to review and comment thereon.
- 07.06.01 If an EMPLOYEE disagrees with the content of a document, including performance evaluations, placed in his/her personnel file, it shall be the right of the EMPLOYEE to submit a written response to the Director of Human Resources to be attached to the document in question and included in the file.
- 07.07.00 Representation of Employees. The Employer recognizes that employees in the Mid-Management Unit may be represented by the MAMC in their employer-employee relationship with the COUNTY.

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- 07.08.00 EMPLOYEES are authorized to contact an officer of the MAMC during working hours to report a grievance or violation of this MOU. The EMPLOYEE may contact the MAMC officer during business hours to report grievances, violations of this MOU or safety violations.
- 07.09.00 Any EMPLOYEE whose presence is requested by Management to investigate, discuss, or review an action of the EMPLOYEE likely to lead to discipline, has a right to be represented by an Officer, Director, or designated representative of the MAMC.
- 07.10.00 The EMPLOYER may call in an employee to discuss evaluation and work performance. However, the EMPLOYEE reserves the right to be accompanied by a Representative if specific disciplinary action is discussed. An EMPLOYEE may inquire prior to attending any meeting as to the nature of the meeting.
- 07.11.00 The presence of a responsible representative of the EMPLOYEE'S own choosing shall satisfy the requirements of this section.
- 07.12.00 Transfers. An EMPLOYEE may request consideration for transfer to vacant positions in the same class by submitting a written request to the Director of Human Resources. When vacancies occur in the class, the names of EMPLOYEES requesting transfer shall be submitted for consideration along with the certification of names from an eligibility list. The EMPLOYEE'S current department cannot unreasonably deny a transfer request.
- 07.13.00 Requests for Reassignment. EMPLOYEES who wish to be considered for reassignment to another position in the same class within their department may do so by submitting a written request to their appointing authority. Requests for reassignment shall be considered along with any other requests for transfer or certification of names from an eligibility list.
- 07.14.00 Reduction in Force - Layoff.
- 07.14.01 Layoffs shall be within each department.
- 07.14.02 Layoffs shall be within the designated class only. A person designated to be laid off shall not have the right to a position occupied by an EMPLOYEE in a lower class unless such EMPLOYEE is in the same department and is in a provisional or temporary (extra help) status.
- 07.14.03 Provisionals shall be laid off first.
- 07.14.04 Layoff of probationary or permanent EMPLOYEES shall be on the basis of total actual time worked, excluding leave without pay, in the class for the COUNTY, not counting time worked in a temporary or provisional status with those with least service being laid off first.
- 07.14.05 When two or more EMPLOYEES have the same total full-time equivalent work in the class for the COUNTY, the tie shall be broken and preference given in the following order:
- (a) EMPLOYEE with the greatest seniority in the class, or the higher class in the department.

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- (b) EMPLOYEE with the greatest seniority in the class County-wide.
 - (c) EMPLOYEE with the greatest seniority within the department.
 - (d) EMPLOYEE with the greatest seniority County-wide.
- 07.14.06 EMPLOYEES, subject to layoff, will be given written notification by the Department of Human Resources of the tentative plans for a staff reduction, and the effective date of such action. Generally, the notification will be given to the EMPLOYEES at least 30 days in advance of the lay-off. A copy of the notification will be submitted concurrently to the MAMC.
- 07.14.07 Should the Board of Supervisors determine a reduction in staff is necessary, the EMPLOYEES determined to be subject to the layoff will be notified in writing as far in advance of the effective date of the action as possible. The EMPLOYEES will also be informed as to their placement on the reinstatement eligible list. A copy of the notification will be submitted concurrently to the MAMC.
- 07.14.08 Voluntary layoff may be granted to an employee in a class for a position that will be laid off even though the employee would have sufficient seniority to not be laid off. The purpose of this provision is to permit the substitution of a senior employee for layoff for that of a less senior employee on a voluntary basis.
- 07.15.00 Demotion in Lieu of or After Layoff.
- 07.15.01 Employees electing demotion in lieu of or after layoff will be subject to the following:
 - (a) An employee designated to be laid off may elect to be demoted to a lower class in the same series of classes provided that such demotion shall not result in the layoff or demotion of any EMPLOYEE in the lower class.
 - (b) An EMPLOYEE who has been laid off may be placed on a reinstatement eligible list for a lower class in the same series of classes at his/her request. His/her name shall be placed on such list after names of EMPLOYEES laid off from positions in that class.
 - (c) Demotions and appointments resulting from (a) and (b) above shall in no way affect the EMPLOYEE'S position on a reinstatement eligible list for the class from which he/her was laid off.
- 07.15.02 EMPLOYEES appointed to a position of the same salary range or to a position of a lower range than previously occupied as a result of a transfer, downward classification, or voluntary demotion, shall be paid at the step providing the closest monthly salary as before, except that the salary shall not be higher than the amount previously received or "E" step in the new range. The anniversary date shall remain unchanged.
- 07.16.00 Reinstatement After Layoff:
- 07.16.01 EMPLOYEES laid off will be subject to the following:
 - (a) EMPLOYEES laid off in accordance with the MOU shall be placed on a reinstatement eligible list for the class with the employee last to be laid off first on such list and continuing in inverse order of layoff. Names shall remain on the reinstatement eligible list for two years.

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- (b) Appointment from reinstatement eligible lists shall be for a probationary period of 12 months except that an employee appointed from such reinstatement list to a position in a class in a department from which he/she was laid off under the provisions of Rule 7.2 of the Civil Service Rules shall not be subject to a probation period and such employee shall have the same status he/she held at the time of his/her layoff.
- (c) Such EMPLOYEES shall have an absolute right only to reappointment to vacant positions in the same class and in the same department from which they were laid off. In all other instances, they shall be certified from the reinstatement list in accordance with the Civil Services Rules and shall be subject to a new probationary period.
- (d) If an EMPLOYEE whose name is on the reinstatement eligible list has been involuntarily laid off from a position in the class and in the department for which certification is requested his/her name alone shall be certified.

07.17.00 Layoff Severance

07.17.01 Vacation pay accrued shall be distributed immediately to the employee upon termination by involuntary layoff. The laid off employee may elect to maintain his/her vacation balance during the two year reinstatement period following the date of layoff. If, at the end of the two year reinstatement period, reinstatement has not been offered, payment for the vacation balance will be calculated at the hourly rate of pay at the time of layoff.

07.17.02 Sick leave pay accrued shall be distributed immediately to the employee upon termination. An employee involuntarily laid off may elect to maintain his/her sick leave balance during the two year reinstatement period following the date of layoff. If at the end of the two year reinstatement period, reinstatement has not been offered, payment for the unused sick leave eligible for payment will be calculated at the hourly rate of pay at time of layoff.

07.17.03 Upon notification of layoff, the affected employees will be given an opportunity to use any unused management leave prior to effective date of layoff.

07.17.04 Health insurance coverage and benefit provisions shall remain in full force as provided by the contractual provisions of the health plan in effect while the employee remains on the eligibility list as outlined elsewhere in this MOU. The employee will be required to pay the monthly premium of the plan.

08.00.00 REST PERIODS.

08.01.00 EMPLOYEES shall normally be allowed rest periods once before the lunch break and once after the lunch break not to exceed 15 minutes during each work shift. Rest periods will be scheduled by the EMPLOYER consistent with the workload and in accordance with the requirement of the department.

09.00.00 GRIEVANCE PROCEDURES.

09.01.00 Definitions. A grievance is a complaint or claim by an EMPLOYEE, a group of EMPLOYEES or the MAMC of a violation of this Agreement, terms or conditions of employment, or established rules, past practices.

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- 09.02.00 Adjustment Procedure. Any EMPLOYEE having any grievance shall proceed as follows:
- 09.02.01 (A) A written grievance must be filed within ten (10) working days from the time the EMPLOYEE becomes aware or should have become aware of the issue or incident giving rise to the problem.
1. The EMPLOYEE shall first seek an adjustment of the grievance by the immediate supervisor unless the supervisor is a party to the grievance. Upon receipt of the written grievance, the immediate supervisor shall give the EMPLOYEE a written reply within ten (10) working days.
 2. If the immediate supervisor's response is not satisfactory to the EMPLOYEE, the EMPLOYEE may, within five (5) working days, file an appeal to the Department Head. The Department Head shall give the EMPLOYEE a written response within ten (10) working days.
 3. The COUNTY and the MAMC may mutually agree to waive steps 1 and 2 and proceed directly to use of the Grievance Advisory Committee when an issue is not within Departmental jurisdiction.
 4. If the Department Head's response is not satisfactory to the EMPLOYEE, the EMPLOYEE may, within five (5) working days, file an appeal to the Director of Human Resources requesting a hearing before the Grievance Advisory Committee.
 - (a) The Grievance Advisory Committee shall be comprised of one (1) representative selected by the Grievant, one (1) representative selected by the Department Head, and one (1) member of the Civil Service Commission, selected by the President of the Commission, who shall serve as Chairman. No member of the Committee selected by the Grievant and Department Head shall have direct involvement in the grievance in question.
 - (b) The Grievance Advisory Committee shall be convened within twenty (20) working days to hear the grievance, which may be continued from time to time.
 - (c) The Grievance Advisory Committee shall render a recommendation within ten (10) working days of the hearing.
 - (d) The recommendation of the Committee shall be submitted to the Civil Service Commission for its review and decision. Should the Commission not accept the findings or recommendations of the Advisory Committee, a hearing date may be set to review the case. The decision of the Commission shall be final.
- 09.03.00 All time limits herein stated above may be extended by mutual agreement of the parties involved.
- 10.00.00 EMPLOYMENT RIGHTS APPEALS.
- 10.01.00 EMPLOYEES in the Child Support and Social Services Departments may utilize the Civil Service Commission for Employment Rights Appeals.

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- 10.02.00 Employment Rights Appeals are defined as actions taken against EMPLOYEES and are appealable to the State Personnel Board. These actions include but are not limited to involuntary demotion, dismissal, suspension, medical termination or transfer, automatic resignation, reduction in pay for disciplinary reasons, grievances involving discrimination or political affiliation.
- 10.03.00 EMPLOYEES with permanent status and employed in the Child Support and Social Services Departments and under the jurisdiction of the Interagency Merit System shall have the right to utilize the Madera County Civil Service Commission to resolve their Employment Rights Appeals.
- The appealing EMPLOYEE will be required to formally waive the right to decision on a waiver form provided by the Executive Officer of the State Personnel Board.
- 10.04.00 With the election to use the Civil Service Commission, the EMPLOYEE will be required to adhere to the provisions of Chapter 2.54 of the Madera County Code regarding dismissal, suspension, or reduction in rank.
- 11.00.00 IMPASSE PROCEDURE.
- 11.01.00 "IMPASSE" means that the Representatives of the COUNTY and the MAMC have reached a point in their meeting and conferring in good faith where their differences on matters to be included in the MOU, and concerning which they are required to meet and confer, remain so substantial that further meeting and conferring would be futile.
- 11.02.00 Initiation of Impasse Procedures: If the meet and confer process has reached impasse, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting together with a statement of its position on all disputed issues. An impasse meeting shall then be scheduled promptly by the COUNTY'S designated Employee Relations Officer. The purpose of such an impasse meeting shall be:
- (a) To identify and specify in writing the issues that remain in dispute;
 - (b) To review the positions of the parties in a final effort to resolve such disputed issue or issues; and
 - (c) If the dispute is not resolved, to discuss arrangements for the utilization of the impasse procedures provided.
- 11.03.00 Mediation: If either party desires to submit the dispute to mediation, the dispute shall be submitted to the State Mediation and Conciliation Service. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.
- 11.04.00 Fact Finding: If an impasse continues after mediation, either party may elect to use fact finding. The parties will agree as to the identity of, or the method of selecting, the fact finder. If mutual agreement to select the fact finder cannot be attained within five days of receipt of a demand for fact finding, the parties shall request a panel of five (5) names from the State Mediation and Conciliation Service. The parties shall then alternatively strike names from said panel, with the COUNTY striking first, until only one name remains, and that person shall be the fact finder.

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If the parties mutually agree to fact finding, the costs thereof, if any, shall be shared equally. If, however, one party does not desire fact finding, the party requesting fact finding will bear such costs.

If fact finding is used, the following shall apply:

- (a) The parties shall instruct the fact finder on the specific facts to be ascertained;
- (b) The fact finder's findings shall be without recommendation and shall be submitted directly to the parties concerned; and
- (c) The parties shall attempt to reach an agreement by meeting and conferring in good faith on the basis of the fact finder's findings.

12.00.00 COMPLIANCE WITH MOU.

12.01.00 In the event of any violation of the terms of this MOU, responsible and authorized representatives of the MAMC or the EMPLOYER, or any individual Department Head, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons in compliance with the terms of this MOU.

Individuals acting or conducting themselves in violation of the terms of this MOU shall be subject to discipline, up to and including discharge. The EMPLOYER shall enforce the terms of this MOU on the part of its supervisory personnel; the MAMC shall enforce the terms of this MOU on the part of its members.

12.02.00 A dispute or difference of opinion concerning the enforcement of this MOU by the EMPLOYER or the MAMC, shall first be presented in writing to the other party in an attempt to settle the matter.

13.00.00 POLICY REVIEW

13.01.00 The MAMC and EMPLOYER have met and conferred on the following policies which are attached as follows:

Attachment E Computer and Systems Usage Agreement
Attachment F Dress Code

Additionally, the County has met its obligation to meet and confer on the following:

- Intent to fingerprint and conduct criminal record check on employees likely to have routine contact with children or employees likely to have access to criminal offender record information.
- Code of Ethical Conduct – Behavioral Health Services.

14.00.00 WAGES/RETIREMENT

14.01.00 The wage rates for all EMPLOYEE classifications covered herein shall be as shown in the Salary Table identified as "M 0107". The County pays on a monthly basis. The Salary Schedule currently in effect (M 0107) shall be adjusted by 2.50% effective October 1, 2007. That Salary Schedule shall be adjusted by 2.50% effective January 1, 2009. That Salary Schedule shall be additionally adjusted by 2.50% effective January 1, 2010.

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- 14.01.01 Effective January 1, 2008, certain EMPLOYEES of MAMC shall receive salary adjustments, which will fully implement the updated Hayhurst compensation study, as indicated on Exhibit "H" and attached hereto.
- 14.02.00 Approximately Spring, 2008, contingent upon the resolution with other affected bargaining units, the COUNTY agrees to implement a CalPERS contract amendment for Miscellaneous Employees to provide for an enhanced benefit formula of 2.7%@55, with compensation based on the EMPLOYEE'S single highest year.
- 14.02.01 All employees are responsible for payment of the employee contribution to the PERS. There is no provision for an EMPLOYER paid member contribution.
- 14.03.00 Effective the month following completion of ten (10) years continuous full-time, satisfactory service with the COUNTY, exclusive of approved leave without pay, EMPLOYEES in the Mid-Management Unit shall, in addition to his/her regular salary, receive longevity pay equivalent to the difference between his/her regular salary or salary step and the same salary or salary step on the salary table, which approximates 5%.
- 14.04.00 In addition to the benefits provided after ten (10) years service, EMPLOYEES, effective the month following fifteen (15) years continuous full-time satisfactory service, shall receive additional longevity pay equivalent to the difference between his/her regular salary or salary step and the same salary or salary step on the salary table, which approximates 2.5%. Effective the month following twenty (20) years' continuous full-time satisfactory service, an EMPLOYEE in said representation unit shall receive additional longevity pay equivalent to the difference between his/her regular salary or salary step and the same salary or salary step on the salary table, which approximates 2.5%.
- 14.05.00 The County will maintain the current contract provision with Public EMPLOYEES Retirement System that provides an option for EMPLOYEES to purchase military service credit at the EMPLOYEES expense.
- 14.06.00 Bilingual Compensation. Any EMPLOYEE in the covered classifications determined by the Department of Human Resources to proficiently communicate in a second language, may be eligible for additional compensation. For positions identified as requiring the use of this second language at least 25% of the work time, the supplemental compensation shall be forty-five dollars (\$45) per month. Employees receiving more than forty-five dollars (\$45) per month as of June 30, 1994, shall continue to receive the amount paid as of that date. For those positions approved for occasional use of the second language, the supplemental compensation shall be twenty dollars (\$20) per month.
- The Administrative Officer will determine the number of positions that will be allocated to a Department which may receive bilingual compensation.
- 14.06.01 In order to be eligible for bilingual pay, an employee must proficiently speak or communicate another language. To qualify for occasional use the employee must be tested by the Department of Human Resources to demonstrate proficiency in communicating the second language. To qualify for the forty-five dollars (\$45) per month differential the employee must demonstrate use of the language for at least 25% of time worked. This is achieved by filling out a work activity log. The Department of Human Resources will provide an employee with a work activity log along with an explanation for filling out the log. The log must be filled out over 10 consecutive working days and must be signed off

MEMORANDUM OF UNDERSTANDING - MID-MANAGEMENT UNIT 2007-2010

by the employee's immediate supervisor. The log is then submitted to the Department of Human Resources for verification that the other language was spoken 25% or more of the employee's work time.

If the time is verified, a proficiency examination must then be taken, unless it has already been completed on the basis of occasional use. As with occasional use, if the employee is deemed proficient in the language as a result of testing administered by the Department of Human Resources, the employee will qualify for the bilingual premium. Following the commencement of this agreement, the premium pay for either occasional use or 25% use will be effective either the first of the month following the date that the department certifies that bilingual services began or the 1st day of the month following the submission of the work activity log to the Department of Human Resources. In the second case, a pay adjustment will be made if the proficiency examination causes a delay in processing.

If an employee fails to meet the 25% time qualification or does not pass the proficiency examination, the employee must wait six months to again be considered for the bilingual premium.

- 14.07.00 The EMPLOYER agrees to fund a Uniform Allowance at a rate of \$45.00 per month for the classes of Correctional Lieutenant and Assistant Director of Corrections. Road Construction & Maintenance Supervisor and Traffic Sign Supervisor employees may be granted the same uniform program entitlement as employees that report to them. Employees who receive this uniform allowance are required to wear such uniform each day during their customary duties. In addition, a Uniform Allowance of \$15.00 per month shall be provided to the Supervising Communications Dispatcher who shall not be subject to the requirement that the uniform be worn each day.
- 14.08.00 All employees placed on Step A will remain on Step A for 12 months before being moved to step B.
- 14.09.00 EMPLOYER will provide additional compensation of approximately 5% to employees in the classes of Assistant Agricultural Commissioner or Deputy Agricultural Commissioner when they have obtained a valid "Deputy County Sealer of Weights and Measures" certificate from the California Department of Food and Agriculture.
- 15.00.00 WORKDAY AND WORKWEEK.
- 15.01.00 Workweek and Working Hours. Eight hours per day, exclusive of mealtime, shall constitute a regular days' work and the workweek shall be five (5) working days of eight hours each, unless mutually agreed upon in writing.
- 15.02.00 A previously approved work schedule including a 4/10 workweek; "Quiet Time;" and "Flex Time" which has been implemented upon the mutual agreement of the COUNTY and the MAMC, shall continue unless mutually agreed in writing between the COUNTY and MAMC.

MEMORANDUM OF UNDERSTANDING - MID-MANAGEMENT UNIT 2007-2010

- 16.00.00 MANAGEMENT LEAVE.
- 16.01.00 Designated employees within the Mid-Management Unit, shall receive six (6) days annual paid management leave which may be taken, with approval of the department head, separate from or in conjunction with other established leave balances. Management leave shall not be accumulated from one year to the next.
- 16.02.00 Meals: When an EMPLOYEE is required to work more than three (3) hours of overtime in one work shift, and due to the nature and/or location of the work is unable to go home for a meal, the COUNTY agrees to provide for or reimburse out-of-pocket expenses for all meals incurred until such time as the EMPLOYEE is allowed to go home. The three (3) hour overtime requirement shall be waived in cases of emergency call out. Reimbursement of meals shall be limited to \$10.00 for breakfast, \$12.00 for lunch and \$23.00 for dinner per EMPLOYEE.
- 17.00.00 STANDBY COMPENSATION.
- 17.01.00 Definition of Standby. When the EMPLOYER requires an EMPLOYEE to remain available for call-back at any time, the EMPLOYEE shall receive standby pay. Except in cases of emergency, all standby shall be approved in advance by the County Administrative Officer or his or her representative.
- 17.02.00 When an EMPLOYEE is required to standby, he or she shall be compensated for such standby time at the rate of three dollars (\$3.00) per hour.
- 18.00.00 PROBATIONARY PERIOD
- 18.01.00 An EMPLOYEE appointed from an eligible list to a permanent classification in the Mid-Management Unit shall serve a probationary period consisting of twelve (12) full calendar months in paid status.
- 18.02.00 Following a promotion, should an employee be rejected during probation, that employee shall be reinstated to the position and in the status from which he/she was appointed.
- 18.03.00 A promotional probationary employee who is returned to his/her former position due to another employee's failure to complete his/her required probationary period, shall have the right to return to that specific promotional position for a period of two years from the date of release. Such employee shall be required to satisfactorily complete the remaining portion of his/her probationary period.
- 19.00.00 FEES FOR DUES, LICENSES, REGISTRATIONS AND CERTIFICATIONS REQUIRED OF A CLASS.
- 19.01.00 The County will reimburse EMPLOYEES for their necessary annual or periodic membership fees if they are employed in classifications requiring active membership, licensure, registration or certification. These classes are listed on Attachment "C".

MEMORANDUM OF UNDERSTANDING - MID-MANAGEMENT UNIT 2007-2010

- 20.00.00 TEMPORARY ASSIGNMENT
- 20.01.00 When it has been determined an employee must perform duties of a higher level of responsibility due to an extended vacancy or absence of a superior in a higher classification, the County shall consider additional compensation for the added responsibilities.
- 21.00.00 PERSONAL VEHICLE USAGE.
- 21.01.00 No EMPLOYEE in the Mid-Management Unit shall be required to use his/her personal vehicle in the performance of his/her work duties for the EMPLOYER. When an EMPLOYEE, at his/her option, volunteers usage of his/her vehicle, the EMPLOYER shall compensate the EMPLOYEE for the use of said vehicle at the IRS approved rate adopted by the County Board of Supervisors.
- 22.00.00 SAFETY.
- 22.01.00 The EMPLOYER and the MAMC undertake to promote in every way possible the realization and the responsibilities of the individual EMPLOYEE with regard to preventing accidents to themselves or their fellow EMPLOYEES.
- 22.02.00 The EMPLOYER shall comply with all applicable laws and regulations pertaining to occupational safety and health.
- 22.03.00 The EMPLOYER agrees to make all reasonable provisions for safety and health of its EMPLOYEES.
- 22.04.00 In the event any safety or health hazard is detected, it shall promptly be reported to the appropriate supervisor. The EMPLOYER shall remedy the problem as soon as possible and no EMPLOYEE shall be exposed to the unsafe conditions pending its correction.
- 22.05.00 No EMPLOYEE shall be discharged or otherwise disciplined for bringing to the attention of his/her supervisor any unsafe condition that may exist.
- 22.06.00 Safety Review Committee. The parties agree to the establishment of a Labor/Management Safety Committee to discuss and resolve problems concerning the Health, Safety and Education of County EMPLOYEES. The matters subject to review will include whether safety standards of equipment and clothing utilized by the COUNTY are sufficient to insure the maximum safety of all affected EMPLOYEES. The Committee shall make recommendations to the Board of Supervisors.
- 23.00.00 HEALTH AND WELFARE.
- 23.01.00 The COUNTY agrees to fund and maintain a health benefit program at the contribution rate of 100% for single member coverage and an additional 50% for either two-party or dependent coverage using the premium rate structure of Blue Shield HMO – Other Southern California Region, under the Public Employees Retirement System (PERS) Program, offered dental program and the Vision Service Plan.

MEMORANDUM OF UNDERSTANDING - MID-MANAGEMENT UNIT 2007-2010

Utilization of the Blue Shield HMO (Other Southern California Region) premium rate structure as the basis for calculating the COUNTY'S contribution rates will affect those employees hired on or after the ratification of this MOU.

- 23.02.00 Except as provided by PERS, there shall be no change in the benefit levels, carriers or EMPLOYEE share during the term of the Agreement, unless mutually agreed upon by the COUNTY and the MAMC.
- 23.03.00 EMPLOYER will expand the IRS Section 125 program, beyond the current premium conversion program for medical, dental and vision benefits, to include flexible spending accounts. These flexible spending accounts may be used for purposes of paying IRS qualifying benefit premiums, health expenses not covered by benefits and for dependent care. This program will comply with IRS regulations and be administered totally at the expense of participants in the expanded program.
- 23.04.00 Any employee providing evidence of health coverage from an outside source, comparable to the coverage options with the County of Madera, will be eligible to have the County pay one hundred dollars (\$100) per month into a deferred compensation account in lieu of participation in the County health benefit program.
- 23.05.00 The County agrees to provide members of the Mid-Management Unit a \$10,000.00 term life insurance policy.
- 23.06.00 Employee Benefits Review Committee: An Employee Benefits Review Committee will be established to consider and recommend to the Board of Supervisors the implementation of health and welfare benefit modifications and other benefit programs.
- 23.07.00 EMPLOYER will contract with a licensed health care services provider for an Employee Assistance Program that will provide employees and their dependents confidential Behavioral Health counseling for a total of up to 3 visits each six months with an EMPLOYER cost not to exceed \$2.00 per month per employee.
- 24.00.00 VACATION ACCRUAL.
- 24.01.00 The EMPLOYER agrees to maintain the current vacation accrual as set forth in Madera County Code 2.60.580.
- 24.02.00 EMPLOYEES who are on leave without pay status due to an on-the-job injury shall continue to accrue vacation benefits for a period not to exceed three (3) months.
- 25.00.00 SICK LEAVE.
- 25.01.00 Subject to all other requirements, EMPLOYEES shall be allowed to use any accrued sick leave during their probationary period.
- 25.02.00 EMPLOYEES receiving State Disability Insurance or Workers' Compensation Temporary Disability Benefits and/or Social Security Disability Benefits, shall elect to integrate leave benefits (sick leave, vacation, overtime, holiday compensation) and will be charged the equivalent time off, to the nearest quarter hour, to have their gross monthly salary when added to these benefits to equal the employee's gross salary when not receiving such benefits, for each day of disability payment until leave balances are exhausted.

MEMORANDUM OF UNDERSTANDING - MID-MANAGEMENT UNIT 2007-2010

- 25.03.00 EMPLOYEES who are on leave without pay status due to an on-the-job injury shall continue to accrue sick leave benefits for a period not to exceed three (3) months.
- 25.04.00 Except as hereinafter provided, sick leave pay shall be granted only by the appointing authority and only in cases of:
- (a) Employee absence required by his/her bona fide illness or injury causing inability to work.
 - (b) Exposure to contagious disease requiring quarantine.
 - (c) To obtain consultation or treatment by a state licensed health care professional.
- 25.05.00 The appointing authority or the Director of Human Resources may in any case require evidence in the form of a physician's certificate of the necessity of an employee's absence on sick leave, or shall require such certification on all absences for consultation or treatment.
- 25.06.00 Employees will not be entitled to sick leave while absent from duty on account of any of the following:
- (a) Disability arising from any sickness or injury purposely self-inflicted or caused by other willful misconduct.
 - (b) Sickness or disability sustained while on leave of absence other than his or her paid leave.
- 25.07.00 EMPLOYEES shall be allowed one (1) day sick leave credit for each month of continuous full-time service and shall not be limited in the number of sick leave days to accumulate. Upon termination, in addition to their regular compensation, accrued sick leave balance will be compensated according to the attachment entitled, Attachment B.
- 25.08.00 For purpose of calculation, the first seventy-five (75) days of sick leave accrual shall be compensated at a rate not to exceed 50% of the current hourly rate as shown in Column "A" of Attachment B. For additional sick leave days accrued above 75 days, but not exceeding 150 days, sick leave compensation shall be paid at the rate shown in Column "B" of Attachment B. For sick leave days accrued in excess of 150 days, compensation shall be at the rate shown in Column "C" of Attachment B.
- 25.09.00 For purposes of computing compensation of unused sick leave at termination for EMPLOYEES currently in permanently allocated positions as of 10/1/83:
- (a) An EMPLOYEE with a sick leave balance in excess of 75 days with less than twenty (20) years of service, shall be entitled to use accrued days up to the 10/1/83 balance amount and Column "A" of Attachment B. Total additional sick leave accrual which is in excess of the 10/1/83 balance will be computed in accordance with Column "B" and "C" of Attachment B.
 - (b) An EMPLOYEE with more than 20 years service shall be entitled to the percentage of sick leave compensation in effect prior to 10/1/83 (Madera County Code 2.60.540, January 14, 1974) on accrued sick leave up to the number of days that existed as of 10/1/83. Total sick leave above the 10/1/83 balance will be computed in accordance with Columns "A", "B", and "C" of the Attachment. Additional years of service after 10/1/83 will not be used for the calculation of unused sick leave at termination.

MEMORANDUM OF UNDERSTANDING - MID-MANAGEMENT UNIT 2007-2010

- 25.10.00 The EMPLOYER'S Catastrophic Leave Program, that allows the transfer of leave balances across bargaining unit lines, is summarized in Attachment D.
- 26.00.00 RETURN TO WORK MEDICAL ASSESSMENT.
- 26.01.00 EMPLOYEES required by the Department of Human Resources to have a COUNTY physical and/or psychological assessment due to certain types of illnesses or injuries or long-term disabilities and who are released to return to work by their attending physician shall be available for a physical and/or psychological assessment by the County.
- 26.02.00 After receipt of notice of EMPLOYEE'S ability to return, the Department of Human Resources and the County Health Department shall within three (3) working days schedule and conduct the employees' examination.
- 26.03.00 If the EMPLOYEE has obtained the necessary medical documentation satisfactory to the County Health Department, any loss of working hours to the EMPLOYEE in excess of three (3) working days due to the Health Department's inability to conduct an examination shall not result in loss of pay or benefits to the EMPLOYEE.
- 27.00.00 FAMILY SICK LEAVE/PERSONAL LEAVE
- 27.01.00 An EMPLOYEE shall be granted special leave with pay not to exceed a total of 80 hours in any one calendar year to be charged to sick leave in the event of an illness of the EMPLOYEE'S spouse, son, daughter or parent, or registered domestic partner such as to require his or her care. Son or daughter may include biological, adopted, foster, step or legal ward. Parent may include biological or parent in loco parentis.
- 27.02.00 Bereavement Leave, not to be charged to any leave balance, of three days (twenty-four hours) will be allowed for the death of a father, father-in-law, mother, mother-in-law, brother, sister, child or spouse. An EMPLOYEE shall be granted special leave with pay not to exceed a total of 56 hours in any one calendar year to be charged to sick leave in the event of a death of a member of the EMPLOYEE'S immediate family. "Immediate family" is defined as spouse, children, step-children, parents, guardians, grandparents, grandchildren, brothers, sisters, and in-laws.
- 27.03.00 An EMPLOYEE may be granted personal leave with pay, not to exceed twenty-four (24) hours in a calendar year to be charged to vacation. If no vacation balance is available, personal leave may be charged to sick leave. No less than four (4) hours of leave shall be granted at any one time, except in cases of emergency. No request for personal leave will be denied by the Department, unless the absence will cause an adverse impact upon the functioning of the Department.

MEMORANDUM OF UNDERSTANDING - MID-MANAGEMENT UNIT 2007-2010

28.00.00 HOLIDAYS.

28.01.00 The following days are established as holidays for EMPLOYEES of the Mid-Management Unit:

NEW YEAR'S DAY, January 1
MARTIN LUTHER KING, JR. DAY, the third Monday in January
PRESIDENT'S DAY, the third Monday in February
MEMORIAL DAY, the last Monday in May
INDEPENDENCE DAY, July 4
LABOR DAY, the first Monday in September
VETERAN'S DAY, November 11
THANKSGIVING DAY, the fourth Thursday in November
FRIDAY AFTER THANKSGIVING
CHRISTMAS DAY, December 25
TWO FLOATING HOLIDAYS
8-HOUR WINTER HOLIDAY (to be taken Christmas Eve)

Floating Holidays may be requested for any day of the year. Floating Holidays will be scheduled in accordance with the provisions of Madera County Code Section 2.60.590.

In addition, any day specified as a holiday by executive order of the Governor or President shall be a paid holiday.

28.02.00 Whenever a holiday falls on a Sunday, the following Monday shall be recognized in lieu thereof. Any officer or EMPLOYEE whose regularly scheduled day off falls on a holiday or who is otherwise required to work on a holiday shall be entitled to a day off with pay to be taken in accordance with the provisions of Madera County Code 2.60.590.

28.03.00 EMPLOYEES of the Mid-Management Unit shall be entitled to one day off with pay, subject to the provisions of Madera County Code Section 2.60.590, for each holiday that falls on a Saturday.

29.00.00 STATE DISABILITY INSURANCE

29.01.00 The EMPLOYER agrees to continue the State Disability Insurance Program, funded solely by payroll deductions, for all employees of the MAMC.

30.00.00 MISCELLANEOUS

30.01.00 APPOINTMENT TO A POSITION IN A CLASS WITH A HIGHER RATE OF PAY. Employees appointed to a position of higher salary range than previously held as a result of promotion, position reclassification, or temporary assignment to work out of class shall be paid at the nearest higher salary in the new range which will provide a three percent (3%) increase, except that no increase shall exceed the "E" step of the new range. Salary increases pursuant to this section shall be effective on the date of appointment and in the case of promotion or reclassification, a new anniversary date shall be established.

MEMORANDUM OF UNDERSTANDING - MID-MANAGEMENT UNIT 2007-2010

- 31.00.00 CLASSIFICATION REVIEWS.
- 31.01.00 When an EMPLOYEE determines that over a period of time a majority of his/her job duties have changed or have been modified, it shall be the right of the EMPLOYEE to request, in writing, a reclassification audit to be conducted by the Director of Human Resources.
- 31.02.00 All EMPLOYEE reclassification requests, except as provided for above, will be regularly reported to the Civil Service Commission by the Director of Human Resources and shall be processed in a timely manner.
- 31.03.00 If during the term of this MOU, specifications are created or deleted for classes within the Mid-Management Unit, the EMPLOYER agrees to discuss with the MAMC the proposed adoption or deletion of such class specifications, and meet and confer on proposed salary ranges.
- 32.00.00 SHIFT DIFFERENTIAL
- 32.01.00 EMPLOYEES who are required to perform night duty as defined herein on regularly established shifts, shall, in addition to their regular salary, be paid \$3.00 per night shift worked.
- 32.02.00 A night shift shall mean an assigned schedule of work hours of which at least 6/8 of the shift is after 5:00 p.m. and before 8:00 a.m.
- 32.03.00 Night duty, as herein provided, is limited to the first eight (8) hours of a work shift exclusive of overtime and does not include standby time, or call-back overtime.
- 33.00.00 CHILD PROTECTIVE / ADULT PROTECTIVE SERVICES DIFFERENTIAL
- 33.01.00 Employees in the classifications of Social Worker Supervisor I/II and Program Manager, who are subject to emergency response for Child and Adult Protective Services assignments, shall be compensated approximately (5%) on the salary charts for the duration of the assignment.
- 34.00.00 SAVINGS CLAUSE.
- 34.01.00 The provisions of this MOU are declared to be severable and if any section, subsection, sentence, clause, or phrase of this MOU shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses, and phrases of this MOU, but they shall remain in effect, it being the intent of the parties that this MOU shall stand notwithstanding the invalidity of any part.

Should any portion of this MOU be found invalid or unconstitutional, the parties will meet and confer to arrive at a mutually satisfactory replacement for the portion found to be invalid or unconstitutional.

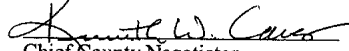
MEMORANDUM OF UNDERSTANDING - MID-MANAGEMENT UNIT 2007-2010

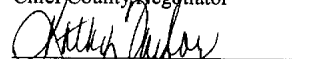
- 35.00.00 EXCHANGE OF INFORMATION AND OPENERS.
- 35.01.00 The EMPLOYER and the MAMC agree to promptly exchange all public information and documents regarding wages, hours, and working conditions affecting the EMPLOYEES of the Mid-Management Unit.
- 36.00.00 RATIFICATION.
- 36.01.00 Nothing contained in this MOU shall be deemed binding on either the EMPLOYER or the MAMC following signing of this MOU by the respective parties until it has been ratified by the MAMC'S membership and has been approved by the Madera County Board of Supervisors.
- 37.00.00 MISCELLANEOUS PROVISIONS.
- 37.01.00 EMPLOYEES shall receive monthly pay on the last working weekday of the month, except in circumstances which are beyond the control of the Board of Supervisors.
- 37.02.00 The COUNTY shall provide EMPLOYEES the option of automatic deposit of their monthly pay to certain financial institutions.
- 37.03.00 The County Auditor-Controller shall be authorized to apply, in full, any necessary salary adjustment resulting from overpayment or underpayment to the next succeeding pay period, without regard to cause of such underpayment or overpayment.
- 38.00.00 MERIT SYSTEM SERVICES
- 38.01.00 In the event any provision herein, as it may apply to any employee of the County subject to Section 19800 et seq. of the California Government Code, is determined by the Executive Officer of the State Personnel Board to be in conflict with Local Agency Personnel Standards (Title 2. Administration, Division 5. LAPS), such provision shall be null and void as regards those employees, and Local Agency Personnel Standards shall supersede and prevail.
- 39.00.00 TERM OF MOU.
- 39.01.00 Except as otherwise provided herein, this MOU shall be effective upon adoption by the Board of Supervisors of the County of Madera and remain in effect until midnight the 31st of December 2010.
- 39.02.00 This MOU may be extended by mutual agreement of the parties if additional time is needed to consummate a successor MOU.
- 40.00.00 EDUCATIONAL INCENTIVE
- 40.01.00 The parties agree to an Educational Incentive Program which shall be contained in Attachment G.

MEMORANDUM OF UNDERSTANDING - MID-MANAGEMENT UNIT 2007-2010

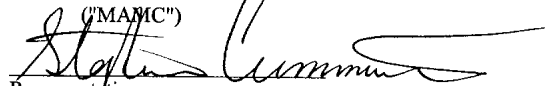
Signatures:

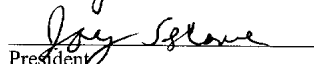
COUNTY OF MADERA
("COUNTY")


Chief County Negotiator


Director of Human Resources

MID-MANAGEMENT UNIT
("MAMC")


Representative


President

Approved as to Legal Form
COUNTY COUNSEL

By: 



**BOARD OF SUPERVISORS
COUNTY OF MADERA**

MADERA COUNTY GOVERNMENT CENTER
200 WEST FOURTH STREET / MADERA, CALIFORNIA 93637
(559) 675-7700 / FAX (559) 673-3302 / TDD (559) 675-8970

MEMBERS OF THE BOARD

FRANK BIGELOW
VERN MOSS
RONN DOMINICI
MAX RODRIGUEZ
TOM WHEELER

TANNA G. BOYD, Chief Clerk of the Board

File No: 07030

Date: October 30, 2007

In the Matter of CONSIDERATION OF APPROVAL OF RATIFICATION OF MEMORANDUM
OF UNDERSTANDING (MOU) FOR MID-MANAGEMENT UNIT, HUMAN
RESOURCES DEPARTMENT.

Upon motion of Supervisor Rodriguez, seconded by Supervisor Wheeler, it is
ordered that the attached be and it is hereby adopted as shown.

I hereby certify that the above order was adopted by the following vote, to wit:

AYES: Supervisors Bigelow, Moss, Rodriguez and Wheeler.
NOES: None.
ABSTAIN: None.
ABSENT: Supervisor Dominici.

Distribution:

ATTEST:

TANNA G. BOYD, CLERK
BOARD OF SUPERVISORS

Auditor

CAO

✓ Human Resources

Management Association of Madera County (Terry Painter)

✓ Pending (Signature – Ken Caves)

By

Nancy Shurin
Deputy Clerk

MEMORANDUM OF UNDERSTANDING - MID-MANAGEMENT UNIT 2007-2010

**Attachment A:
Mid-Management Unit**

MID-MANAGEMENT UNIT

Account Clerk Supervisor I/II
Administrative Analyst I/II
Assessment Office Manager
Asst. Agricultural Commissioner
Asst. Behavioral Health Services Director
Asst. Corrections Director
Asst. County Clerk Recorder
Asst. County Engineer
Asst. Public Health Director
Asst. Road Commissioner
Asst. Tax Collector-Treasurer
Automotive Shop Supervisor
Behavioral Health Program Supervisor
Behavioral Health Services Division Manager
Building Crafts & Maintenance Supervisor
Chief Appraiser
Chief Assist. County Clerk-Recorder
Chief Asst. Planning Director
Chief Deputy Public Guardian / Conservator/Public Administrator
Community Health Education Director
Correctional Lieutenant
Deputy Agricultural Commissioner
Deputy Director of Child Support Services
Deputy Director-Welfare
Deputy Public Guardian
Deputy Road Commissioner

9/11/2007

MID-MANAGEMENT UNIT

Development Services Engineer
Elections Division Manager
Eligibility Supervisor
Emergency Services Coordinator
Employment & Training Worker Supervisor
Equipment Shop Supervisor
General Accounting Supervisor
Grounds/Flood Control Maintenance Supervisor
Health Education Coordinator
Information Systems Supervisor
Nutritional Services Director
Office Assistant Supervisor I/II
Office Services Supervisor I/II
Permit Coordinator
Physical/Occupational Therapy Unit Supervisor
Program Manager
Program Manager I
Public Health Laboratory Director
Public Health Nursing Director
Quality Management Coordinator
Revenue Services Manager
Road Construction & Maintenance Supervisor
Senior Administrative Analyst
Senior Buyer
Senior Civil Engineer
Senior Planner
Sheriff's Office Supervisor

9/11/2007

MID-MANAGEMENT UNIT

Social Worker Supervisor I/II
Solid Waste Manager
Special District Manager
Special Districts Utility Manager
Staff Services Manager I
Supervising Accountant – Auditor
Supervising Animal Control Officer
Supervising Appraiser
Supervising Auditor – Appraiser
Supervising Cadastral Drafting Technician
Supervising Child Support Specialist
Supervising Communications Dispatcher
Supervising Environmental Health Specialist
Supervising Licensed Utility Worker
Supervising Mental Health Clinician
Survey Party Chief
Tobacco Project Director
Traffic Sign Supervisor

9/11/2007

MEMORANDUM OF UNDERSTANDING - MID-MANAGEMENT UNIT 2007-2010

Attachment B:

	A	B	C
Years of Service	0-75 days	76-150 days	150+ days
5 or more	15	7.5	3.0
10 or more	25	12.5	5.0
15 or more	35	17.5	7.0
20 or more	50	25.0	10.0

MEMORANDUM OF UNDERSTANDING - MID-MANAGEMENT UNIT 2007-2010

Attachment C:

Classes that the COUNTY will reimburse for license, membership, certification or registration fees. These are classes which have as a requirement of the Class Specification the possession and maintenance of such licensure, membership, certification or registration.

Assistant County Engineer

Deputy Agricultural Commissioner

Deputy Road Commissioner

Nutritional Services Director

Physical/Occupational Therapy Unit Supervisor

Public Health Nursing Director

Quality Management Coordinator

Senior Civil Engineer

Supervising Animal Services Officer

Supervising Environmental Health Specialist

Supervising Mental Health Clinician

Special District Utility Manager

MEMORANDUM OF UNDERSTANDING - MID-MANAGEMENT UNIT 2007-2010

**Attachment D:
Catastrophic Leave Policy**

County of Madera
CATASTROPHIC LEAVE PROGRAM

The Catastrophic Leave Program is designed to assist employees (receiving employees) who have exhausted paid time credits due to a serious, catastrophic, or debilitating illness, injury, or condition. This Program allows other employees (donating employees) to make grants of time so that a receiving employee can remain in a paid status for a longer period of time, thus partially reducing the financial impact of the illness or injury. A person may receive no more than 60 credit days in this program for any qualifying illness, injury, or condition and must have returned to work for a period of no less than twelve (12) months prior to making application for any subsequent other illness, injury, or condition.

Eligibility:

There are five criteria for eligibility to be a receiving employee.

1. The receiving employee must have permanent status.
2. The receiving employee must exhaust all available sick leave, vacation, holiday, and compensatory time.
3. The receiving employee must coordinate any leave time donated with any Worker's Compensation and Short Term Disability Benefits.
4. The receiving employee must have sustained a serious or debilitating illness, injury or condition which must be verified by the employee's doctor.
5. The receiving employee must be prevented from returning to work for at least thirty (30) days and have applied and been approved for a medical leave of absence.

Application:

Applications for Catastrophic Leave are available from department payroll clerks or from the Personnel Department. Receiving employees must submit the application with supporting medical documentation to the Appointing Authority. The Appointing Authority shall either approve or deny requests for participation in the Program and forward the application and supporting documents to the Personnel Director within five (5) days of receipt of the complete application. A receiving employee may be required to verify the status of the qualifying condition for continued eligibility in the Program.

Approval of Application:

Approved applications will be identified by employee number for purposes of confidentiality. The degree to which an application for participation in the Catastrophic Leave Program is kept confidential shall be the responsibility of the receiving employee. A receiving employee may choose to tell coworkers of the Application or may request an Employee Association to seek contributions on their behalf. Department Payroll Clerks shall not be responsible for seeking contributions on behalf of receiving employees and shall maintain the confidentiality of both receiving and donating employees.

NO DONATIONS MAY BE SOLICITED IN SUCH A WAY AS TO PRESSURE OR INTIMIDATE COWORKERS FOR THE PURPOSE OF CONTRIBUTIONS. EMPLOYEES WHO LEARN OF THE CONTRIBUTIONS OF OTHERS SHALL NOT MAKE THAT INFORMATION KNOWN FOR THE PURPOSE OF SOLICITING CONTRIBUTIONS.

Benefits:

Donations made to receiving employees shall be credited as sick leave. For the period of time that the receiving employee is in paid status, benefits such as seniority, sick leave accrual, vacation accrual, etc., shall continue pursuant to provisions for all other accrued sick leave.

Denial of Application:

Applications which have been denied by either the Appointing Authority and/or the Personnel Director may be appealed to the County Administrative Officer. The decision of the County Administrative Officer shall be final and binding and neither the decision or the fact of the denied application shall be subject to the grievance process.

Donations:

Donations shall be made by completing the Catastrophic Leave Program Donation Form which must be approved by both the receiving employee's Appointing Authority and the Personnel Director. Forms are available from department payroll clerks and the Personnel Department.

Donating employees may contribute vacation, holiday and compensatory time. Donating employees may not contribute sick leave. A donation must initially be a minimum of four (4) hours and thereafter, in one (1) hour

increments. The total donation may be a combination of various types of leave (excluding sick leave) and shall be credited to the receiving employee as sick leave on an hour-for-hour basis. Once donated, the leave credits are subject to the receiving employee's monthly rate of pay.

Donations are irrevocable and once made, become the property of the receiving employee.

The donating employee may contribute up to one-half of their total balance of vacation, holiday and compensatory time as recorded in the records of the Personnel Department. The receiving employee may not be credited with more than sixty (60) credit days of leave, as defined, and in any case may not receive credits in excess of the expected duration of the leave as certified by the medical provider.

Upon approval, the Personnel Department will adjust the leave balances of both the donating employee and the receiving employee by deducting contributions from the appropriate balances of the donating employee and crediting the contributions to the sick leave balance of the receiving employee.

The Personnel Department will process contributions only within the current pay period. Donation Forms received by the Personnel Department which are in excess of the receiving employee's needs for the current pay period will be held by the Personnel Department to be processed in the following pay period. Donation Forms which are in excess of a receiving employee's eligibility will be returned to the donating employee.

Other Provisions:

SIXTY CREDIT DAYS: Sixty credit days is defined as calendar days from the beginning to the end of the leave. It is not the intent of this Program to entitle any receiving employee to be credited with sixty (60) working days of contributions.

STATE DISABILITY INSURANCE AND WORKER'S

COMPENSATION INSURANCE: Other than waiting days for eligibility, employees with qualifying conditions must have made application for benefits under one of these programs to be eligible for catastrophic leave.

EMPLOYEE REPRESENTATION UNITS: Donating employees and receiving employees shall be eligible to donate/receive contributions without regard to representation unit.

CONFIDENTIALITY: Receiving employees shall have the right to keep the nature of their illness, injury or condition confidential and at all times the names of donating employees and the amount of time contributed by each shall remain confidential.

ORDER OF DONATION CREDITS: Donations will be accepted or rejected and credited to the receiving employee in the order received.

TAXATION ISSUES: The County of Madera will not be responsible for determining the taxability or consequences of donations or credits. Withholding will be made based upon the best information available to the County Auditor-Controller.

FITNESS FOR DUTY, MEDICAL SEPARATION AND/OR DISABILITY RETIREMENT: The provisions of the Catastrophic Leave Program shall not preclude the County from taking any and all actions available as a management right prior to the establishment of the Program. These rights include but are not limited to fitness for duty evaluation, medical separation, and/or disability retirement. Neither does this Program change the obligation of the County to comply with all laws and regulations pertaining to employee medical leave and the disabled.



Madera County
CATASTROPHIC LEAVE PROGRAM
Application

Name: _____ Employee # _____

Department: _____

Employee Certification:

I request to participate in the Madera County Catastrophic Leave Program. I am making this request because I have a serious illness, injury or condition.

I have attached the statement of my medical provider briefly describing my qualifying condition and the anticipated duration of my need for leave.

I have read and understand the terms and conditions of the Madera County Catastrophic Leave Program and further certify as follows:

- I have permanent status as an employee of Madera County
- I have sustained a serious illness, injury or condition.
- I have exhausted all paid time off or will do so by _____.
- I will be unable to work for thirty (30) days and have applied for a leave of absence without pay.

Signed: _____ Date: _____

☐ Approved

☐ Denied- Reason: _____

Department Head: _____ Date: _____

☐ Approved

☐ Denied- Reason: _____

Personnel Director: _____ Date: _____

Note: Applications which have been denied shall be immediately returned to the Applicant. The Applicant may appeal the decision to deny the request by filing a written request for reconsideration with the County Administrative Officer.



Madera County
CATASTROPHIC LEAVE PROGRAM
Donation Form

Donor Name: _____ Employee # _____

Department: _____

Receiving Employee Name: _____

Department of Receiving Employee: _____

I hereby donate the following leave time (four (4) hour minimum donation) to the above-named receiving employee:

_____ hours vacation leave

_____ hours compensatory time

_____ hours holiday compensatory time

_____ management leave

I understand that once this donation is accepted it will be irrevocable and that the hours indicated above will not, under any circumstances, be returned to me. My signature constitutes authorization for the deduction of these hours from my leave balance records on file at the Madera County Personnel Department and a credit to be made to the Receiving Employee as indicated.

Donor Signature: _____ Date: _____

☐ Approved

☐ Denied- Reason: _____

Department Head: _____ Date: _____

☐ Approved

☐ Denied- Reason: _____

Personnel Director: _____ Date: _____

Note: Once signed by the Department Head, this form should be immediately forwarded to the Personnel Department. Upon approval of both the Department Head and the Personnel Director the leave indicated will be debited to the Donor's leave balance account and credited to the Receiving Employee.

MEMORANDUM OF UNDERSTANDING - MID-MANAGEMENT UNIT 2007-2010

**Attachment E:
Computer Use Policy**

MADERA COUNTY

Computer Equipment & Systems Usage Agreement

I agree and adhere to the following rules:

1. I will use my computer and other computer systems for County of Madera business purposes only and not for personal use or financial gain.
2. I will use the hardware or software in an ethical manner. I will respect the security of the computer system and I will not improperly use or gain access to the network, hardware or software.
3. I will not take or copy any copyrighted and/or patented software or parts thereof.
4. I will not install any hardware, program, software or use any data that is not known to be Y2K compliant, checked for viruses, and approved by the systems administrator or designee.
5. I will not download any program, software or data that is not known to be Y2K compliant, checked for viruses, and approved by the systems administrator or designee.
6. The Internet and/or electronic mail (e-mail) are to be used only for business purposes of my employer, the County of Madera. I will not use the Internet or electronic mail for any unauthorized purposes, including solicitation. I understand that the County has the right to monitor Internet usage and electronic mail messages on all County-owned computers, including laptop and notebook computers. I further understand that I have no expectation of privacy regarding information, including electronic mail messages, transmitted or received on any County-owned computer. All electronic mail messages transmitted or received on any County-owned computer will become the property of the County and as such may be reviewed by the employer and co-workers in the ordinary course of business and without notice to me. I hereby consent to having any electronic mail received or transmitted by me reviewed by my employer and co-workers.
7. I will not consume food or drink on or around computer systems, with the exception of beverages contained in spill resistant containers. I will not place any materials in or around my computer or monitor, which may obstruct proper ventilation.
8. I will not transmit any communications where the meaning of the message or its transmission or distribution would violate any applicable law or regulation or which may be offensive to the recipient.
9. I will not conduct any search for, view or download any pornographic or sexually explicit materials using the Internet or electronic mail.
10. I will respect any confidential information obtained or used as part of my job performance.
11. I will maintain system security by keeping my user identification and password(s) confidential.

MADERA COUNTY
COMPUTER EQUIPMENT & SYSTEMS USAGE AGREEMENT
PAGE 2

12. I acknowledge that the use by employees of passwords or other message protection measures, other than those specifically authorized by the County, are prohibited. Multiple passwords or data locking measures will not make electronic mail messages or other data private. Designations on messages or directories designating the material as personal or private, or otherwise attempting to segregate the material will not make the messages or data private and will not avoid review by my employer or co-workers as described in paragraph 6 above. The County's authorization for me to use a password or other data protection measures will not constitute consent by the County for me to maintain the messages or data as private. I understand that other persons within my department and/or County government generally may have routine access to my work product and have the right to access data stored on any County-owned computer used by me at any time whether or not password protected.
13. I understand and acknowledge that my departmental employer may be provided with copies of messages sent by me and received by others, whether within the County government or otherwise. Accordingly, I have no expectation of privacy in messages sent or received.
14. I understand that any criminal conduct which is revealed by electronic mail received or transmitted by me, or by my use of County-owned computer systems, may be referred to the proper authorities for investigation or prosecution.

I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND WILL ABIDE BY THE ABOVE COMPUTER EQUIPMENT AND SYSTEMS USAGE RULES AND POLICIES. I UNDERSTAND THAT FAILURE TO ABIDE BY THESE RULES MAY RESULT IN DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION OF MY EMPLOYMENT WITH THE COUNTY OF MADERA. I ALSO UNDERSTAND THAT I WILL BE RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH OR AS A RESULT OF ANY VIOLATION OF THESE RULES AND POLICIES.

Employee's Signature

Date

Supervisor's Signature

Date

MEMORANDUM OF UNDERSTANDING - MID-MANAGEMENT UNIT 2007-2010

**Attachment F:
Dress Code**

MADERA COUNTY

Dress Code

General Statement

It is important that all employees, regardless of their function or assignment, recognize that they must represent to the public and to other agencies the professional standard and image of the Department for whom they work. Therefore, the manner of dress and personal appearance must be without reproach and reflect favorably on the County of Madera. Employees should be aware of the need to present a neat, well-groomed, and professional image to the public we serve.

Guidelines

The following guidelines are set forth for all County employees:

1. Clothing should be neat and clean at all times. Clothing should not be torn, faded, frayed, or in obvious need of repair.
2. The style of clothing worn shall not be of a revealing or suggestive nature. Clothing should not contain messages promoting profanity, illegal activities, or inappropriate behavior.

Minimum Standards

Employees working in an office environment shall be professional in their appearance. Therefore, the following are examples of clothing that do not meet minimum standards of professional and office attire for men or women:

- ❖ Bike shorts
- ❖ Bib overalls
- ❖ Shorts
- ❖ Blue denim jeans
- ❖ T-shirts
- ❖ Midriff tops
- ❖ Rompers
- ❖ Casual sandals (i.e., zorries)
- ❖ Multi-colored athletic shoes
- ❖ Jogging suits
- ❖ Sweats (i.e., sweatshirt/pants)
- ❖ Tank tops
- ❖ Spaghetti strap dresses

Office Attire

County employees working in an office environment shall wear clothing which is in accordance with acceptable standards as indicated in the aforementioned Guidelines and Minimum Standards statements.

Limited Exemption

Management may temporarily exempt an employee from the minimum dress standard while performing a specific short-term task, for specific medical reasons, or for specific assignments.

MEMORANDUM OF UNDERSTANDING - MID-MANAGEMENT UNIT 2007-2010

**Attachment G:
Educational Incentive Policy**

Tuition Reimbursement. EMPLOYEES who have satisfactorily completed a course of study during their employment with the County of Madera, from an accredited college or university, may be eligible for tuition reimbursement. The subject of the course work must be deemed by the Appointing Authority to be relative to the business of the department and likely to enhance service to the public. Upon endorsement by the appointing authority, EMPLOYEES may submit a request for tuition reimbursement to the County Administrative Officer, who shall determine the acceptability of the request, and whose decision shall be final.

Any request for tuition reimbursement must include: written endorsement of the Appointing Authority, a detailed description of the course(s), a copy of an official transcript which indicates satisfactory completion (grade "C" or better) of the relative course(s), and a copy of the EMPLOYEE'S receipt for tuition.

For the purposes of this section, "tuition" shall not include books, documents or other materials needed for successful course completion, nor does it include mileage, travel costs or any other related expenses.

EMPLOYEES voluntarily resigning from COUNTY service within 12 months of receiving tuition reimbursement shall have the amount of such reimbursement deducted from their final paycheck. In the event that there are insufficient earnings in the final paycheck for full repayment of all tuition reimbursement received in the previous 12 months, the EMPLOYEE shall be obligated to repay the COUNTY within thirty (30) days following resignation.

MEMORANDUM OF UNDERSTANDING - MID-MANAGEMENT UNIT 2007-2010

**Attachment H:
Salary Adjustments (Effective January 1, 2008)**

MD-MANAGEMENT BARGAINING UNIT

Account Clerk Supv. I	172 E	\$3,185	172 E	\$3,185	0.0%	\$0	Acct. Clerk Supv. II -15%
Account Clerk Supv. II	202 E	\$3,700	202 E	\$3,700	0.0%	\$0	Bench -0%
Administrative Analyst I (Mid-Mgmt)	222 E	\$4,088	222 E	\$4,088	0.0%	\$0	Admin. Analyst II (Mid-Mgmt)-15%
Administrative Analyst II (Mid-Mgmt)	252 E	\$4,748	252 E	\$4,748	0.0%	\$0	Bench -0%
Sr. Admin. Analyst (Mid-Mgmt)	272 E	\$5,246	272 E	\$5,246	0.0%	\$0	Admin. Analyst II (Mid-Mgmt)+10%
Assessment Office Mgr.	202 E	\$3,700	202 E	\$3,700	0.0%	\$0	=Acct. Clerk Supv. II
Asst. Ag. Commissioner	299 E	\$6,002	317 E	\$6,566	9.4%	\$564	Bench -9%
Deputy Ag. Commissioner	279 E	\$5,432	284 E	\$5,569	2.5%	\$137	Bench -2.5%
Asst. Beh. Health Svcs. Director	338 E	\$7,291	343 E	\$7,475	2.5%	\$184	Bench -2.5%
Asst. Corrections Dir.	316 E	\$6,533	328 E	\$6,936	6.2%	\$403	Corr. Lt. +15%
Correctional Lt.	286 E	\$5,625	298 E	\$5,972	6.2%	\$347	Bench -6%
Asst. Co. Clerk-Rec.	211 E	\$3,869	220 E	\$4,047	4.6%	\$178	Bench -4.5%
Electronics Division Manager	211 E	\$3,869	220 E	\$4,047	4.6%	\$178	=Asst. Co. Clerk
Chief Asst. Co. Clerk-Rec.	252 E	\$4,748	282 E	\$5,514	16.1%	\$766	Co. Clerk -30%
Asst. County Engineer	346 E	\$7,587	348 E	\$7,664	1.0%	\$77	Sr. Civil Eng. +5%
Sr. Civil Engineer	336 E	\$7,218	338 E	\$7,291	1.0%	\$73	Bench -1%
Asst. Dir. of Public Health	348 E	\$7,664	348 E	\$7,664	0.0%	\$0	Pub. Hlth. Dir. -20%
Asst. Road Commissioner	286 E	\$5,625	288 E	\$5,681	1.0%	\$56	Dep. Rd. Commissioner -30%
Exp. Road Commissioner	346 E	\$7,587	348 E	\$7,664	1.0%	\$77	=Asst. Co. Engineer
Asst. Tax Collector-Treasurer	296 E	\$5,913	313 E	\$6,436	8.8%	\$523	Bench -8.5%
Automotive Shop Supervisor	247 E	\$4,631	270 E	\$5,194	12.2%	\$563	Bench -11.5%
Asst. Health Prog. Supv.	247 E	\$4,631	247 E	\$4,631	0.0%	\$0	Sr. MH Caseworker +15%
Asst. Health Svcs. Div. Mgr.	319 E	\$6,631	319 E	\$6,631	0.0%	\$0	Supv. MH Clinician +10%
Idg. Crafts & Maint. Supv.	245 E	\$4,585	245 E	\$4,585	0.0%	\$0	H/AC Maint. Spec. +15%
Chief Appraiser	324 E	\$6,799	324 E	\$6,799	0.0%	\$0	Bench -0%

MID-MANAGEMENT BARGAINING UNIT

Chief Asst. Planning Director	337 E	\$7,254	337 E	\$7,254	0.0%	\$0	Planning Dir. -20%
Chief Deputy Public Guardian	255 E	\$4,819	255 E	\$4,819	0.0%	\$0	VSO -15%
Comm. Health Ed. Director	267 E	\$5,116	267 E	\$5,116	0.0%	\$0	Health Education Coord. +15%
Health Educ. Coordinator	237 E	\$4,405	237 E	\$4,405	0.0%	\$0	PH Educ. Asst. +21%
Correctional Rec. Supv.	183 E	\$3,365	191 E	\$3,502	4.1%	\$137	= OSS II
Deputy Dir. of Child Support	316 E	\$6,533	331 E	\$7,040	7.8%	\$507	Bench -7.5%
Deputy Director Welfare	350 E	\$7,740	350 E	\$7,740	0.0%	\$0	Dir. of Soc. Svcs. -25%
Deputy Public Guardian	205 E	\$3,755	224 E	\$4,129	10.0%	\$374	Bench - 9.5%
Development Svcs. Engineer	297 E	\$5,942	308 E	\$6,277	5.6%	\$335	Asst. Eng. +15%
Eligibility Supervisor	194 E	\$3,555	207 E	\$3,793	6.7%	\$238	E.W. III +15%
Emergency Svcs. Coord.	222 E	\$4,088	222 E	\$4,088	0.0%	\$0	= Admin. Analyst I (Mid-Mgmt)
Employment & Trng. Wkr. Supv.	235 E	\$4,362	243 E	\$4,539	4.1%	\$177	E.T.W. III +15%
Equipment Shop Supv.	248 E	\$4,654	253 E	\$4,771	2.5%	\$117	Sr. Heavy Equip. Maint. +15%
General Accng. Supv.	208 E	\$3,812	208 E	\$3,812	0.0%	\$0	Bench -0%
Grnde./Fld. Cont. Maint. Supv.	201 E	\$3,681	201 E	\$3,681	0.0%	\$0	Sr. G/COMW +20%
Info. Systems Supervisor	316 E	\$6,533	316 E	\$6,533	0.0%	\$0	Bench -0%
Nutritional Svcs. Dir.	281 E	\$5,486	281 E	\$5,486	0.0%	\$0	Reg. Dietician +15%
Office Asst. Supervisor I	163 E	\$3,046	171 E	\$3,170	4.1%	\$124	O.A. Supv. II -10%
Office Asst. Supervisor II	183 E	\$3,365	191 E	\$3,502	4.1%	\$137	Sr. Prog. Asst. +15%
Office Services Supervisor I	163 E	\$3,046	171 E	\$3,170	4.1%	\$124	O.S.S. II -10%
Office Services Supervisor II	183 E	\$3,365	191 E	\$3,502	4.1%	\$137	Sr. Prog. Asst. +15%
Grant Coordinator	327 E	\$6,901	327 E	\$6,901	0.0%	\$0	Bench -0%

MID-MANAGEMENT BARGAINING UNIT

Phy./Occ. Therapy Unit Supv.	344 E	\$7,512	344 E	\$7,512	0.0%	\$0	Phy/Occ Therapist + 10%
Program Manager I	299 E	\$6,002	299 E	\$6,002	0.0%	\$0	Bench -0%
Public Health Lab Director	313 E	\$6,436	324 E	\$6,799	5.6%	\$363	Bench -5.5%
Public Health Nursing Dir.	341 E	\$7,401	341 E	\$7,401	0.0%	\$0	Bench -0%
Quality Mgmt. Coord.	299 E	\$6,002	299 E	\$6,002	0.0%	\$0	=Supv. MH Clinician
Supv. MH Clinician	299 E	\$6,002	299 E	\$6,002	0.0%	\$0	Lic. MH Clinician +10%
Revenue Services Manager	264 E	\$5,040	297 E	\$5,942	17.9%	\$902	=Supv. Acct.-Aud.
Rd. Const. & Maint. Supv.	245 E	\$4,585	245 E	\$4,585	0.0%	\$0	St. RCMW +20%
Senior Buyer	232 E	\$4,297	232 E	\$4,297	0.0%	\$0	Buyer II +10%
Senior Planner	290 E	\$5,738	295 E	\$5,883	2.5%	\$145	Planner III +15%
Sheriff's Office Supv.	173 E	\$3,201	181 E	\$3,332	4.1%	\$131	St. Sheriff's O.A. +10%
Social Worker Supv. I	247 E	\$4,631	256 E	\$4,843	4.6%	\$212	Social Wkr. III +15%
Social Worker Supv. II	267 E + 10%	\$5,653	276 E*	\$5,351	-5.3%	-\$302	S.W. Supv. I +10%
Solid Waste Manager	305 E	\$6,184	305 E	\$6,184	0.0%	\$0	=Spec. Dist. Mgr.
Special Dist. Mgr.	305 E	\$6,184	305 E	\$6,184	0.0%	\$0	Spec. Dist. Utility Mgr. +10%
Spec. Dist. Utility Mgr.	285 E	\$5,597	285 E	\$5,597	0.0%	\$0	Supv. Lic. Utility Wkr. +15%
Supv. Lic. Utility Worker	255 E	\$4,819	255 E	\$4,819	0.0%	\$0	LUTW II +15%
Staff Svcs. Manager I	299 E	\$6,002	299 E	\$6,002	0.0%	\$0	= Prgm. Mgr. I
Supv. Acct.-Auditor	294 E	\$5,854	297 E	\$5,942	1.5%	\$88	St. Acct.-Auditor +20%
Supv. Animal Control Officer	198 E	\$3,626	213 E	\$3,908	7.8%	\$282	ACO II +25%
Supv. Appraiser	264 E	\$5,040	267 E	\$5,116	1.5%	\$76	Appraiser III +15%
Supv. Auditor-Appraiser	284 E	\$5,569	284 E	\$5,569	0.0%	\$0	Aud.-Appraiser III +15%
Supv. Cad. Draft Tech.	223 E	\$4,108	236 E	\$4,383	6.7%	\$275	Cad. Draft Tech. II +15%
Y-Rate							

MID-MANAGEMENT BARGAINING UNIT

Supv. Child Support Spec.	216 E	\$3,967	216 E	\$3,967	0.0%	\$0	Child Supp. Spec. III +15%
Supv. Comm. Dispatcher	204 E	\$3,737	230 E	\$4,254	13.8%	\$517	Comm. Dispatcher II +15%
Supv. Env. Health Spec.	285 E	\$5,597	296 E	\$5,913	5.6%	\$316	Env. Health Dir. -15%
Survey Party Chief	224 E	\$4,129	224 E	\$4,129	0.0%	\$0	= Engineering Technician
Tobacco Project Dir.	252 E	\$4,748	252 E	\$4,748	0.0%	\$0	= Admin. Analyst II (Mid-Mgmt)
Traffic Sign Supervisor	235 E	\$4,362	235 E	\$4,362	0.0%	\$0	Sr. Traffic Sign Wkr. +20%